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San Diego Hospice & Palliative Care Corporation

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re:

SAN DIEGO HOSPICE & PALLIATIVE CARE
CORPORATION,

Debtor.

Case No.: 13-01179-MM11

Chapter 11

**NOTICE OF JOINT MOTION AND
JOINT MOTION TO SELL FURNITURE,
FIXTURES AND EQUIPMENT TO
SCRIPPS HEALTH FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES
AND OTHER INTERESTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: June 27, 2013
Time: 3:00 p.m.
Place: Department 1, Room 218
Judge: Hon. Margaret M. Mann

1 **TO THE HONORABLE MARGARET MANN, UNITED STATES BANKRUPTCY JUDGE,**
2 **THE DEBTOR, THE OFFICE OF THE UNITED STATES TRUSTEE, PARTIES**
3 **REQUESTING NOTICE PURSUANT TO BANKRUPTCY RULE 2002, AND THE**
4 **FOLLOWING SPECIFICALLY NAMED POTENTIAL HOLDERS OF LIENS, CLAIMS,**
5 **ENCUMBRANCES OR INTERESTS IN THE DEBTOR’S FURNITURE, FIXTURES AND**
6 **EQUIPMENT - REPUBLIC BANK; MED ONE CAPITAL FUNDING – CALIFORNIA, L.P.;**
7 **MED ONE CAPITAL FUNDING, LLC; PRINT FINANCIAL; SBS LEASING; AND WELLS**
8 **FARGO BANK, N.A.¹:**

9 **PLEASE TAKE NOTICE** that the debtor and debtor-in-possession herein (the “Debtor”) and the Official Committee of Unsecured Creditors (the “Committee”) in the above referenced bankruptcy case (the “Case”) hereby jointly move the Court (the “Motion”) for an order authorizing the Debtor to sell the Debtor’s furniture, fixtures and equipment (the “Personal Property”) located at the Debtor’s premises to Scripps Health, a California Non-Profit Corporation (“Scripps”), free and clear of liens, claims and interests.

12 **PLEASE TAKE FURTHER NOTICE** that the Motion is made pursuant to sections 363(b) and 363(f)(2) and (f)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), and is based on this Motion, the accompanying memorandum of points and authorities, the Declaration of Kathleen Pacurar (the “Pacurar Declaration”), the record in the Debtor’s chapter 11 case, the arguments and representations of counsel, any other evidence as may be presented at or prior to the hearing regarding the Motion, and all other matters of which the Court may properly take judicial notice.

19 **PLEASE TAKE FURTHER NOTICE** that pursuant to Local Bankruptcy Rule 9014-4(f) the failure to timely file and serve written opposition may be deemed by the Bankruptcy Court to be consent to the granting of the relief requested in the Motion and the relief sought in this Motion may be granted without further notice.

23 **WHEREFORE**, the Debtor and the Committee respectfully request that the Court grant this Motion in its entirety and enter an Order:

- 25 1. Authorizing the Debtor to enter into the Agreement to Acquire Title to Personal Property
26 Located at 4311 Third Avenue, San Diego, California (the “Agreement”) with Scripps

28 ¹ This is for notice purposes only. It is not intended as an admission that any of the parties listed have valid liens on the assets at issue. The Debtor expressly reserves all rights to contest the validity of any liens asserted against such assets.

(Exhibit A to the Pacurar Declaration);

2. Ruling, pursuant to 363(f) of the Bankruptcy Code, that Scripps will be vested with all right, title, and interest of the Debtor and the bankruptcy estate to the Personal Property, free and clear of all liens, claims, interests and encumbrances (collectively, the “Affected Interests”) including, but not limited to: (a) the claims of creditors listed on the Debtor’s bankruptcy schedules, (b) the claims by parties who have filed claims or requests for special notice with the Court, and (c) the liens, if any, of Republic Bank; Med One Capital Funding – California, L.P.; Med One Capital Funding, LLC; Print Financial; SBS Leasing; and Wells Fargo Bank, N.A.;
3. Ruling that all Affected Interests have been unconditionally released as to the Personal Property;
4. Ruling that Scripps has not assumed any liabilities of the Debtor;
5. Authorizing the Debtor to execute any such releases, termination statements, assignments, consents or instruments on behalf of any third party, including holders of any liens that are necessary or appropriate to effectuate or consummate the sale of Personal Property;
6. Ruling that Scripps is approved as a buyer in good faith in accordance with Section 363(m) of the Bankruptcy Code, and that Scripps shall be entitled to all protections of Section 363(m) of the Bankruptcy Code;
7. Ruling that the sale of the Personal Property to Scripps is without any successor liability whatsoever.
8. Ruling that consideration provided by Scripps for its purchase of the Personal Property constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and under the laws of the United States.
9. Providing that the Court’s order shall be effective immediately upon entry and that no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, or Bankruptcy Rules 6004(h) or 6006(d), applies with respect to the order;

1 10. Providing that this Court shall retain jurisdiction with respect to all matters arising from
2 or related to the implementation and interpretation of the order; and

3 11. For such other and further relief as the Court may deem just and proper.

4 Dated: May 28, 2013

PACHULSKI STANG ZIEHL & JONES LLP

6 By: /s/ Teddy M. Kapur
7 Samuel R. Maizel (CA Bar No. 189301)
Teddy M. Kapur (CA Bar No. 242486)

8 Attorneys for Official Committee of Unsecured
9 Creditors of San Diego Hospice and Palliative Care
Corporation

10 Dated: May 28, 2013

11 PROCOPIO, CORY, HARGREAVES &
12 SAVITCH LLP

13 By: /s/ Jeffrey Isaacs
14 Jeffrey Isaacs (CA Bar No. 042622)
15 Gerald P. Kennedy (Bar No. 105887)
16 E-mail: jeffrey.isaacs@procopio.com

17 Attorneys for Debtor and Debtor in
18 Possession San Diego Hospice & Palliative
19 Care Corporation
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MEMORANDUM OF POINTS AND AUTHORITIES

I.

INTRODUCTION

The Debtor and the Committee jointly bring this Motion to sell the Debtor's Personal Property at the Debtor's premises located at 4311 Third Avenue, San Diego, California 92103 (the "Premises") to Scripps. Scripps intends to use the Personal Property in its ongoing operations. The Debtor and Committee request that the sales be free and clear of all liens, claims, interests and encumbrances and bring this Motion pursuant to sections 363(b) and 363(f)(2) and (f)(4) of the Bankruptcy Code. A reasonably complete list of the Personal Property is attached as Exhibit B to the Pacurar Declaration.

The Debtor has ceased operations and Scripps was deemed the prevailing bidder at the auction sale of the Debtor's real property that was conducted on April 30, 2013 (the "Real Property Auction"). The Debtor and Committee seek to coordinate the sale of the Personal Property as part of the ongoing wind-down efforts. The Debtor and Committee have examined the facts and circumstances underlying the sale of the Personal Property to Scripps, and they have determined in their business judgment that the transaction is fair and equitable, for fair and reasonably equivalent value, and in the best interests of the estate and its creditors.

II.

STATEMENT OF FACTS

On February 4, 2013 (the "Petition Date"), the Debtor commenced this case by filing a voluntary petition under chapter 11 of the Bankruptcy Code. The Debtor has continued in possession of its property and is operating and managing its business as a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

On February 14, 2013, the United States Trustee appointed the Committee, consisting of Brookwood Crossroads Investors, LLC; Medline Industries, Inc.; Outcome Resources, LLC; GlenBrook Skilled Nursing; and Departure.

1 The Debtor owns Personal Property located at the Premises, which include patient beds,
2 tables, chairs, desks, file cabinets, bookshelves and other items described on Exhibit B to the Pacurar
3 Declaration. The Debtor has no use for the Personal Property given that it is winding down its estate.

4 The Committee and Debtor each solicited bids for the purchase of the Personal Property.
5 The Debtor and the Committee solicited bids from the two qualified bidders prior to the Real
6 Property Auction, as well as several companies that specialize in liquidations and purchases of used
7 office furniture. The Debtor and Committee received and analyzed bids from Scripps and several
8 liquidation companies. The offer from Scripps was nearly identical to the only other purchase offer
9 the Committee and Debtor received for the Personal Property. The Debtor and Committee also
10 received two commission-based offers from liquidators, but they are uncertain how much interest
11 there is in purchasing the Personal Property and how much the estate would receive from an on-site
12 liquidation sale process. Together the Debtor and Committee determined in an exercise of their
13 business judgment that the best strategy would be to sell the Personal Property to Scripps, thereby
14 generating guaranteed proceeds for the estate and eliminating the expense and risk associated with
15 transporting the Personal Property or conducting liquidation sales on the Premises.

16 The Debtor and Scripps seek to enter into the Agreement to Acquire Title to Personal
17 Property Located at 4311 Third Avenue, San Diego, California (the "Agreement"), which is attached
18 as Exhibit A to the Pacurar Declaration. In consideration for the Personal Property, the Agreement
19 anticipates that conditioned upon its purchase of the Real Property (a) Scripps will pay the Debtor a
20 total amount of \$91,000 for the Personal Property, and (b) the sale shall be free and clear of any and
21 all liens, claims and encumbrances.

22 The negotiations leading up to the execution of the Agreement began in April 2013 when the
23 Debtor sent Scripps an inventory list of the Personal Property. Scripps inspected the Personal
24 Property, and on April 24, 2013, offered to purchase the Personal Property for \$91,000 conditioned
25 on it being the prevailing bidder at the Real Property Auction. Scripps and the Debtor have had
26 other business dealings regarding patient care and the purchase of the Real Property, but that
27 relationship did not influence Scripps's offer for the Personal Property. At all times in the context of
28 the negotiations leading up to the Agreement, the Debtor and Scripps were represented by counsel.

The Debtor has identified six specific parties that do or could conceivably allege a lien, claim, encumbrance or interest in the Personal Property. They are: Republic Bank; Med One Capital Funding – California, L.P.; Med One Capital Funding, LLC; Print Financial; SBS Leasing; and Wells Fargo Bank, N.A. These parties’ interests in the Personal Property arise in the following ways. Wells Fargo Bank, N.A. is an alleged secured lender of the Debtor whose claim has either been retired or whose claim is fully secured by other collateral. Republic Bank, Med One Capital Funding – California, L.P., and Med One Capital Funding, LLC collectively assert a lien based on a certain purchase order (the “Med One Purchase Order”) among the Debtor, Med One Capital Funding, LLC, as the owner, and InterMetro Industries Corporation, as supplier. The Debtor believes that the Personal Property referenced in the Med One Purchase Order has been removed from the Premises and is not included in the Personal Property being sold to Scripps. Although the Debtor and Committee seek to sell only the Debtor’s own property, in an abundance of caution, it seeks to sell the Personal Property free and clear of any and all liens, claims, interests and encumbrances, including, but not limited to any such liens, claims, interests and encumbrances of Republic Bank, Med One Capital Funding – California, L.P., Med One Capital Funding, LLC, Print Financial and SBS Leasing, whose collateral is not part of the Personal Property. Based upon the foregoing, the Debtor can and does dispute in good faith that any of the alleged liens, claims and encumbrances described above is valid or binding upon the Personal Property.

III.

DISCUSSION

A. The Sale of the Personal Property is Appropriate Under the Business Judgment Test.

Pursuant to section 363(b)(1) of the Bankruptcy Code, a debtor or trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate. 11 U.S.C. § 363(b)(2). A debtor’s application of its sound business judgment in the use, sale, or lease of such property is subject to great judicial deference. *See In re Moore*, 110 B.R. 924 (Bankr. C.D. Cal. 1990); *In re Canyon P’ship*, 55 B.R. 520 (Bankr. S.D. Cal. 1985); *In re Thrifty Liquors, Inc.*, 26 B.R. 26 (Bankr. D. Mass. 1982).

1 In determining whether a sale of assets outside of the ordinary course of business should be
2 approved, bankruptcy courts usually consider the following factors:

- 3 1. Whether a sufficient business reason exists for the sale;
- 4 2. Whether the proposed sale is in the best interest of the estate, which in turn involves
5 consideration of the following factors:
 - 6 a) Whether the terms of the sale are fair and reasonable;
 - 7 b) Whether the proposed sale has been adequately marketed;
 - 8 c) Whether the proposed sale terms have been properly negotiated and proposed in good
9 faith; and
 - 10 d) Whether the purchaser is involved in an “arms-length” transaction with the seller; and
- 11 3. Whether notice of the sale was sufficient.

12 *See, e.g., Walter v. Sunwest Bank (In re Walter)*, 83 B.R. 14, 19-20 (B.A.P. 9th Cir. 1988) (“[T]here
13 must be some articulated business justification for using, selling, or leasing the property outside the
14 ordinary course of business [T]he bankruptcy judge should consider all salient factors
15 pertaining to the proceeding and, accordingly, act to further the diverse interests of the debtor,
16 creditors and equity holders, alike.”).

17 As the Court is aware, the Debtor has discontinued its business operations and is well into the
18 process of liquidating its assets and winding up its affairs. The Debtor maintains a reduced staff and
19 has no need for the Personal Property. Moreover, the sale of the Personal Property will enable the
20 Debtor to vacate the Premises as soon as practicable and facilitate the transfer of the real property to
21 Scripps.

22 The Debtor and Committee solicited bids, reviewed the proposals it received, and selected
23 the Scripps bid because it was approximately the same amount offered by the only liquidator that
24 submitted an offer to purchase the Personal Property. The other bids were proposals for
25 commission-based auctions, but it is unclear how much the estate would receive from an on-site
26 liquidation sale process. Together the Debtor and Committee determined that the best strategy
27 would be to sell the Personal Property to Scripps, thereby generating guaranteed proceeds for the
28 estate and eliminating the expense and risk associated with transporting the Personal Property or

conducting liquidation sales on the Premises. The Debtor and Committee's solicitation and diligence efforts demonstrate that the Agreement was agreed to at arms-length and in good faith. Accordingly, the Debtor and Committee have determined in the exercise of their business judgment that the Agreement is in the best interests of the bankruptcy estate and creditors generally, and hereby requests that the Court approve the sale.

B. The Court Should Approve the Sale Free and Clear

The Debtor and Committee also request that the Court approve the sale of the Personal Property free and clear of any liens, claims, and interests of the parties listed in the caption. Section 363(f) of the Bankruptcy Code expressly authorizes a debtor to sell property outside of the ordinary course of business "free and clear of any interest in such property of an entity," if any one of the five following conditions is met:

- 1) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- 2) such entity consents;
- 3) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- 4) such interest is in bona fide dispute; or
- 5) such entity could be compelled, in a legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f). Because section 363(f) of the Bankruptcy Code is written in the disjunctive, any one of these five conditions provides authority to sell the assets free and clear of liens. *See Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988).

The Debtor believes that there are no true encumbrances on the Personal Property. To the extent that any party asserts an interest in the Personal Property, the validity of such interest is in bona fide dispute and the Debtor may sell the Personal Property free and clear of any such interest under section 363(f)(4) of the Bankruptcy Code. Accordingly, Debtor and Committee request that the Court approve the Agreement and the sale of the Personal Property free and clear of any liens, claims, and interests.

C. The Court Should Find The Transaction Is In Good Faith

“[W]hen a bankruptcy court authorizes a sale of assets pursuant to section 363(b)(1), it is required to make a finding with respect to the ‘good faith’ of the purchaser.” *In re Abbotts Dairies, Inc.*, 788 F.2d 143, 149-50 (3rd Cir. 1986). The purpose of such a finding is to facilitate the operation of section 363(m) of the Bankruptcy Code, which provides a safe harbor for purchasers of a debtor’s property when the purchase is made in “good faith.” Specifically, section 363(m) provides as follows:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of the sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale or lease were stayed pending appeal.

11 U.S.C. § 363(m); *see also Ewell v. Diebert (In re Ewell)*, 958 F.2d 276, 280 (9th Cir. 1992); *Irvin v. Lincoln Heritage Life Ins. Co. (In re Irvin)*, 950 F.2d 1318, 1323 (7th Cir. 1991). This provision serves the important purposes both of encouraging good faith transactions and of preserving the finality of the bankruptcy court’s orders unless stayed pending appeal. *Abbotts Dairies*, 788 F.2d at 147; *Hoese Corp. v. Vetter Corp. (In re Vetter Corp.)*, 724 F.2d 52, 55 (7th Cir. 1983). As recognized by the Seventh Circuit, “[i]f purchasers at judicially approved sales of property of a bankrupt estate, and their lenders, cannot rely on the deed that they receive at the sale, it will be difficult to liquidate bankrupt estates at positive prices.” *In re Edwards*, 962 F.2d 641, 643 (7th Cir. 1992). The Seventh Circuit has also noted that, although the law balances the competing interests between lien holders and purchasers of assets of the estate, it weighs such interests “heavily in favor of the bona fide purchaser.” *Id.* at 643.

Here, the Pacurar Declaration establishes the good faith of Scripps. The Debtor therefore submits that Scripps should be entitled to the protection afforded to good faith purchasers under section 363(m) of the Bankruptcy Code and that there be a finding of no successor liability.

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IV.

CONCLUSION

For all the foregoing reasons, the sale free and clear of the Personal Property should be approved, and the Court should issue its Order:

1. Authorizing the Debtor to enter into the Agreement with Scripps (Exhibit A to the Pacurar Declaration);
2. Ruling, pursuant to 363(f) of the Bankruptcy Code, that Scripps will be vested with all right, title, and interest of the Debtor and the bankruptcy estate to the Personal Property, free and clear of the Affected Interests including but not limited to: (a) the claims of creditors listed on the Debtor's bankruptcy schedules, (b) the claims by parties who have filed claims or requests for special notice with the Court, and (c) the liens, if any, of Republic Bank; Med One Capital Funding – California, L.P.; Med One Capital Funding, LLC; Print Financial; SBS Leasing; and Wells Fargo Bank, N.A.;
3. Ruling that all Affected Interests have been unconditionally released as to the Personal Property;
4. Ruling that Scripps has not assumed any liabilities of the Debtor;
5. Authorizing the Debtor to execute any such releases, termination statements, assignments, consents or instruments on behalf of any third party, including holders of any liens that are necessary or appropriate to effectuate or consummate the sale of Personal Property;
6. Ruling that Scripps is approved as a buyer in good faith in accordance with Section 363(m) of the Bankruptcy Code, and that Scripps shall be entitled to all protections of Section 363(m) of the Bankruptcy Code;
7. Ruling that the sale of the Personal Property to Scripps is without any successor liability whatsoever.
8. Ruling that consideration provided by Scripps for its purchase of the Personal Property constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and under

the laws of the United States.

9. Providing that the Court's order shall be effective immediately upon entry and that no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil

Procedure, or Bankruptcy Rules 6004(h) or 6006(d), applies with respect to the order;

10. Providing that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of the order; and

11. For such other and further relief as the Court may deem just and proper.

Dated: May 28, 2013

PACHULSKI STANG ZIEHL & JONES LLP

By: /s/ Teddy M. Kapur
Samuel R. Maizel (CA Bar No. 189301)
Teddy M. Kapur (CA Bar No. 242486)

Attorneys for Official Committee of Unsecured
Creditors of San Diego Hospice and Palliative Care
Corporation

Dated: May 28, 2013

PROCOPIO, CORY, HARGREAVES &
SAVITCH LLP

By: /s/ Jeffrey Isaacs
Jeffrey Isaacs (CA Bar No. 042622)
Gerald P. Kennedy (Bar No. 105887)
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Attorneys for Debtor and Debtor in
Possession San Diego Hospice & Palliative
Care Corporation

DECLARATION OF KATHLEEN PACURAR

I, Kathleen Pacurar, declare as follows:

1. I am over 18 years of age, and I have personal knowledge of each of the facts stated in this declaration, except for those facts stated on information and belief and, as to those facts, I am informed and believe them to be true. If called as a witness, I could and would testify as to the matters set forth below based upon my personal knowledge, except where otherwise indicated below.

2. I am the Chief Executive Officer of San Diego Hospice & Palliative Care Corporation. I submit this Declaration in support of the foregoing Motion. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Motion.

3. The Debtor and Scripps seek to enter into the Agreement to Acquire Title to Personal Property Located at 4311 Third Avenue, San Diego, California (the "Agreement"), a true and correct copy of which is attached hereto as Exhibit A. In consideration for the Personal Property, pursuant to the Agreement that (a) Scripps will pay the Debtor a total amount of \$91,000 for the Personal Property, and (b) the sale shall be free and clear of any and all liens, claims and encumbrances. A true and correct copy of a schedule of the Personal Property is attached hereto as Exhibit B.

4. The negotiations leading up to the execution of the Agreement began in April 2013 when the Debtor sent Scripps an inventory list of the Personal Property. Scripps inspected the Personal Property, and on April 24, 2013, offered to purchase the Personal Property for \$91,000 conditioned on it being the prevailing bidder at the Real Property Auction. Scripps and the Debtor have had other business dealings regarding patient care and the purchase of the Real Property, but that relationship did not influence Scripps's offer for the Personal Property. At all times in the context of the negotiations leading up to the Agreement, the Debtor and Scripps were represented by counsel.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 28 of May, 2013, at San Diego, California.

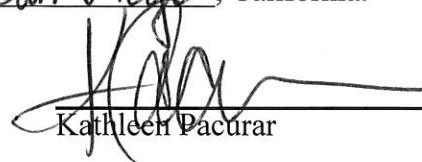

Kathleen Pacurar

EXHIBIT A

AGREEMENT TO ACQUIRE TITLE TO PERSONAL PROPERTY LOCATED AT 4311 THIRD AVENUE, SAN DIEGO, CALIFORNIA

The parties to this Agreement to Acquire Title to Personal Property Located at 4311 Third Avenue, San Diego, California (“Agreement”) are San Diego Hospice & Palliative Care Corporation, a California Non-Profit Corporation (“Debtor”) and Scripps Health, a California Non-Profit Corporation (“Scripps”). Debtor and Scripps will be referred to collectively as the “Parties”, and singularly, as a “Party”. This Agreement is made with reference to the following facts.

RECITALS

A. Debtor owns and occupies the real property located at 4311 Third Avenue, San Diego, California 92103 (“Premises”).

B. Debtor owns furniture, fixtures and equipment (“Personal Property”) located at the Premises. An itemized list of the Personal Property is attached and incorporated hereto as Exhibit 1. Debtor also owns computer equipment (“Computer Equipment”) located at the Premises.

C. On February 4, 2013, Debtor filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Bankruptcy (“Bankruptcy Code”) in the matter of In re San Diego Hospice & Palliative Care Corporation, in the United States Bankruptcy Court for the Southern District of California (“Bankruptcy Court”), Case No. 13-01179-MM11 on February 4, 2013 (“Bankruptcy Case”). Debtor has remained in possession since that time; no trustee having been appointed.

D. An Official Committee of Unsecured Creditors (“Committee”) was duly constituted in the Bankruptcy Case.

E. The Debtor and Committee conducted an auction sale in the Bankruptcy Court of the real property of the Premises on April 30, 2013, and Scripps was deemed the “Successful Bidder”.

F. Debtor and Scripps have negotiated an agreement, the terms of which are set forth below, subject to Bankruptcy Court approval, to enable Scripps to acquire title to the Personal Property at the Premises.

AGREEMENT

WHEREFORE, in consideration of the foregoing recitals, the Parties agree as follows, and agree further that the Court may enter an Order approving the terms of this Agreement following due notice:

1. Debtor agrees to sell, and Scripps agrees to purchase, all of the Personal Property located at the Premises, subject to a final order of the Bankruptcy Court, but excluding all Computer Equipment (and related components), pursuant to a Bill of Sale in the form of Exhibit 2 attached hereto on the following terms and conditions:

(i) The Closing shall be within 5 days following the later of the entry of the Bankruptcy Court's final order ("Order") authorizing the Debtor to enter into this Agreement or Scripps obtaining title to the Premises from Debtor, at which time Scripps shall pay the Debtor by wire transfer NINETY ONE THOUSAND DOLLARS (\$91,000.00) ("Purchase Price") for the purchase of the Personal Property; and

(ii) The Personal Property shall be sold free and clear of any and all liens, claims, interests and encumbrances, filed, recorded or otherwise, and other encumbrances thereon, including but not limited to any encumbrances asserted by any of the following parties: (a) the claims of creditors listed on the Debtor's bankruptcy schedules, (b) the claims by parties who have filed claims or requests for special notice with the Court, and (c) the liens, if any, of Republic Bank; Med One Capital Funding – California, L.P.; Med One Capital Funding, LLC; Print Financial; SBS Leasing; and Wells Fargo Bank, N.A.

(iii) At the Closing, Scripps shall assume, effective as of the Closing, and shall timely pay, perform and discharge in accordance with their respective terms the following liabilities (collectively, the "Assumed Liabilities"):

(a) All transfer taxes applicable to the transfer of the Personal Property pursuant to this Agreement as may be customary in San Diego County for Scripps to pay;

(b) All liabilities with respect to the Personal Property, arising on or after the Closing;

(c) All business personal property taxes and assessments secured by statutory liens against the Personal Property, arising on or after the Closing, and

(d) All obligations of Scripps under this Agreement.

(iv) Scripps shall not assume or be liable for any Excluded Liabilities. "Excluded Liabilities" shall mean all liabilities of Debtor, or relating to the Personal Property and to the Debtor's business, other than the Assumed Liabilities and shall include, but not be limited to:

(a) All liabilities arising out of or related to the Computer Equipment and any and all furniture, fixtures and equipment on or in the Premises other than the Personal Property (collectively "Other FF&E");

(b) All liabilities with respect to the Personal Property, and the business of owning, operating, maintaining or managing the Personal Property, arising prior to the Closing;

(c) All business personal property taxes and assessments secured by statutory liens against the Personal Property, prior to the Closing; and

(d) All obligations of Debtor under this Agreement.

(v) From time to time following the Closing, Debtor and Scripps shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquaintances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to transfer and/or assign fully to Scripps all of the Personal Property and to otherwise make effective the transactions contemplated by this Agreement. In the event that Debtor retains any interest in any of the Personal Property following the Closing, Debtor shall promptly deliver such interest to Scripps.

(vi) This Agreement and the sale of the Personal Property, are subject to Bankruptcy Court approval, including the entering and filing of the Order containing terms mutually accepted to the Parties.

(vii) The following shall be delivered at the Closing in connection with the transfer of the Personal Property:

(a) Delivery by Debtor. Provided that Scripps performs its obligations, Debtor shall deliver to Scripps:

(1) two (2) originals of a notarized Bill of Sale, for sale and transfer of Personal Property, duly executed by Debtor, in substantially the same form as set forth in the attached Exhibit 1;

(2) All manuals, passwords, instructions in the Debtor's possession relating to the Personal Property;

(3) Such additional documents, instructions or other items as may be reasonably necessary or appropriate to comply with the provisions of this Agreement and the Order to effect the transactions contemplated hereby and thereby.

(b) Delivery by Scripps. Provided that Debtor performs its obligations, Scripps shall deliver to Debtor:

(1) the Purchase Price;

(2) one (1) original of a notarized Bill of Sale, for sale and transfer of Personal Property, duly executed by Buyer, in substantially the same form as set forth in the attached Exhibit 1;

(3) Such additional documents, instructions or other items as may be reasonably necessary or appropriate to comply with the provisions of this Agreement and the Order to effect the transactions contemplated hereby and thereby.

(c) Conditions to the Closing and Transfer of the Personal Property.

(1) All representations and warranties made by Debtor and Scripps below shall be true and correct in all material respects as of the Closing.

(2) The parties shall have performed, observed and complied with all of the respective covenants, agreements and conditions required by this Agreement to be performed, observed and/or complied with by such party prior to, or as of, the Closing.

(3) Entry of a final Order (meaning no appeal has been filed and is pending or a motion to reconsider the Order has been filed and is pending or the Order has not otherwise been stayed or enjoined at the time of the Closing).

(4) There shall have been no material damage, destruction or loss to any of the Personal Property prior to Closing.

(5) Scripps shall have acquired good title to the Premises from Debtor.

(6) Debtor shall have removed all of the Other FF&E from the Premises.

(viii) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT WITH RESPECT TO THE PHYSICAL CONDITION OF THE PERSONAL PROPERTY, THE PERSONAL PROPERTY IS BEING SOLD AND CONVEYED HEREUNDER AND SCRIPPS AGREES TO ACCEPT THE PERSONAL PROPERTY "AS IS," "WHERE IS" AND "WITH ALL FAULTS AND WITHOUT RECOURSE" AND SUBJECT TO ANY CONDITION WHICH MAY EXIST, WITHOUT ANY REPRESENTATION OR WARRANTY BY DEBTOR CONCERNING THE PERSONAL PROPERTY EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

(ix) Representations of Debtor.

(a) Seller represents to Scripps that:

(1) Debtor is duly organized and legally existing as a nonprofit corporation under the laws of the State of California. Subject to approval of the Bankruptcy Court, the execution and delivery by Debtor of, and Debtor's performance under, this Agreement are within Debtor's powers, the person executing this Agreement on behalf of Debtor has the authority to do so, and all requisite corporate actions and/or necessary actions have been taken as of the Closing to authorize and approve the execution, delivery and performance by Debtor of this Agreement and the transactions contemplated herein to which Debtor is a party.

(2) Subject to approval by the Bankruptcy Court, this Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms.

(3) Debtor holds good and sole title to the Personal Property, and the Debtor believes that the Personal Property either is or will be free and clear of any filed or recorded liens. However, this representation shall be contingent upon such a factual finding by the Bankruptcy Court contained in the Order approving this Agreement.

(b) The representations of Debtor herein shall survive the Closing for a period of six (6) months. Any claim of Scripps based on an alleged breach or failure of any of Debtor's representations of which Scripps had no knowledge as of the Closing shall be made within six (6) months following the Closing or shall

automatically be null, void and of no force or effect whatsoever. For purposes hereof, a claim shall be deemed “made” only upon an official filing of an action with respect to such claim with the Bankruptcy Court.

(x). Representations of Scripps.

(a) Scripps represents to Debtor that:

(1) Scripps is duly organized and legally existing as a non-profit corporation under the laws of the State of California, the execution and delivery by Scripps of, and Scripps’ performance under, this Agreement, are within Scripps’ powers and Scripps has the authority to execute and deliver this Agreement.

(2) This Agreement constitutes the legal, valid and binding obligation of Scripps enforceable in accordance with its terms, subject to laws applicable generally to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

(b) The representations of Scripps herein shall survive the Closing for a period of six (6) months. Any claim of Debtor based on an alleged breach or failure of any of Scripps’ representations of which Debtor had no knowledge as of the Closing shall be made within six (6) months following the Closing or shall automatically be null, void and of no force or effect whatsoever. For purposes hereof, a claim shall be deemed “made” only upon an official filing of an action with respect to such claim with the Bankruptcy Court.

(xi) Remedies.

(a) Default by Debtor. In the event that Debtor shall default and fail to consummate the transaction contemplated by this Agreement for any reason or due to failure of condition precedent in favor of Debtor and the Closing fails, except in the event of Scripps’ default pursuant to the express provisions of this Agreement or due to failure of condition precedent in favor of Scripps, Scripps, as its sole and exclusive remedy, may elect to: (i) pursue the equitable remedy of specific performance to require conveyance of the Personal Property to Scripps; or (ii) terminate this Agreement by giving Debtor ten (10) days written notice describing Debtor’s default and setting forth Scripps’ election to immediately terminate this agreement. If Scripps elects the remedy in subsection (i) above, Scripps must commence and file such specific performance action in the appropriate court not later than sixty (60) days following the scheduled Closing

date. Scripps does hereby specifically waive any right to pursue any other remedy at law or equity for such default of Debtor, including, without limitation, any right to seek, claim or obtain damages, punitive damages or consequential damages.

(b) Default by Scripps. In the event that Scripps should fail to consummate the transaction contemplated by this Agreement for any reason or due to failure of condition precedent in favor of Scripps and the Closing fails, except in the event of Debtor's material default hereunder or pursuant to the express provisions of this Agreement or due to failure of condition precedent in favor of Debtor, then Debtor may terminate this agreement by notifying Scripps thereof. Such shall constitute Debtor's sole and exclusive remedy. Notwithstanding anything to the contrary contained in this section, if Scripps brings an action against Debtor for an alleged breach or default by seller of its obligations under this Agreement, and, in connection with that action, enjoins or restricts Debtor's ability to sell or transfer the Personal Property ("Scripps' action"), Debtor shall not be restricted by the provisions of this section from seeking relief from any such injunction or other restraint, and recovering damages, costs or expenses (including attorneys' fees) which Debtor may suffer or incur as a result of Scripps' action.

2. Promptly following execution of this Agreement, Debtor agrees to use its best efforts to obtain Bankruptcy Court approval of this Agreement.

3. This Agreement including all schedules and exhibits hereto embodies the entire agreement between Scripps and Debtor and supersedes any prior understandings or written or oral agreements between the parties concerning the sale of the Personal Property. Further, this Agreement shall not be varied, modified, amended, altered or terminated except by a written agreement executed by both Scripps and Debtor.

4. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Scripps and Debtor and their respective permitted successors and assigns.

5. This Agreement shall be executed in pdf form and may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one document.

6. The Bankruptcy Court shall have sole and exclusive jurisdiction with regard to any disputes arising under or related to this Agreement.

7. In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to

recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

8. All schedules and exhibits attached to this Agreement are incorporated into this Agreement by reference.

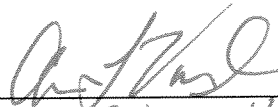
9. This Agreement creates rights and duties only between the Parties, and no third party is or shall be deemed to be or shall have any rights as a third party beneficiary.

10. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

11. Each of the Parties agrees to execute and deliver such instruments and take such actions as the other may, from time to time, request in order to effectuate the purpose and to carry out the terms of this Agreement.

Dated: May 28, 2013

SCRIPPS HEALTH,
a California Non-Profit Corporation

By: 
Name: Chris Van Gorder
Its: President / CEO

Dated: May __, 2013

SAN DIEGO HOSPICE & PALLIATIVE
CARE CORPORATION,
a California Non-Profit Corporation

By: _____
Name: Kathleen Pacurar
Its: Chief Executive Officer

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Dated: May __, 2013

SCRIPPS HEALTH,
a California Non-Profit Corporation

By: _____
Name: _____
Its: _____

Dated: May 28, 2013

SAN DIEGO HOSPICE & PALLIATIVE
CARE CORPORATION,
a California Non-Profit Corporation

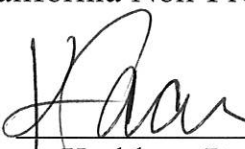
By:  _____
Name: Kathleen Pacurar
Its: Chief Executive Officer

EXHIBIT 1

SCHEDULE OF THE PERSONAL PROPERTY

General Furniture

	Age Range (Yr)			COUNT			Value
	0-2	3 to 8	8+	Excellent	Average	Poor	
Baby Grand Piano (Yamaha)			X	1			
Upright Piano (Baldwin)			X		1		
Grandfather Clock Howard Miller)			X	1			
Living Room Love Seat		X		1			
Living Room Large Chairs		X		4			
Living Room Swivel Rockers		X		6			
Dining Set w/ 4 Chairs (marble & wood)		X		1			
Coffee Table (marble & wood)		X		2			
Chest of Drawers - Formal		X		1			
Cerdenza - Formal		X		1			
Coffee Table Wood			X		3		
End Tables - Misc.			X		10		
Rocking Chairs			X		4		
Antique Loveseat Blue			X		1		
Love Seats (some sleepers)			X		10		
Leather Armless/Legless Chair Brown		X		4			
Leather Lounge Chair			X			X	
Large Side Chair			X		1		
Upholstered Side Chair			X		8		
High Back Antique Chairs Purple			X		2		
32" Round End Table			X		2		
Tall Novelty Wood Display Shelves			X		2		
5'x30" Wood Table			X		1		
Wardrobe Closet - Wood			X		1		
Personal Refrigerator		X			2		
Stage Riser 8'x5'			X		1		
Tall Artificial Plants/Trees			X		5		
Teak Armed Chairs (outside)			X		60		
Teal Round Dining Tables (outside)			X		3		
Wood Patio Bench w/attached seating			X			1	
Wood Patio Round Dining Table 4 Chairs			X			1	
Wood benches (2@6' and 4@4')			X			6	
Misc. Wall Art & Framed Posters			X				
						TOTAL	\$0

Office Furniture

Office Chairs	Age Range (Yr)			COUNT			Value
	0-2	3 to 8	8+	Excellent	Average	Poor	
Allsteel Desk Chair Charcoal x/arms		X		74	28	2	
Allsteel Desk Chair Charcoal no/arms		X		25	5	1	
Allsteel Side Chair Charcoal		X		49			
Light Blue Task Chair no/arms		X			148		
Light Blue Task Chair w/arms		X			35		
Misc. Desk Chair w/arms		X			23	1	
Misc. Desk Chair w/arms			X		66	42	
Misc. Desk Chair no/arms		X			38	14	
Misc. Desk Chair no/arms			X		16	42	
Misc. Side Chairs			X		116	63	
Leather High-Back Leather		X			4		
Misc. Seating	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Plastic Stackable with roll carts - Mauve			X		177		
Plastic Stackable - Black			X		67		
Upholstered Stackable			X		57		
Cushioned Chairs Stackable			X		80		
Cushioned Blue/Chrome			X		12+		
Stool - Small Padded Black			X		2		
Stackable Plastic Black/Silver			X		6		
Lobby/Waiting Room Upholstered Chairs - Grey			X		4		
Lobby/Hall Upholstered Benches			X		5		
Desks	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Allsteel Systems Furniture Desk (various)		X			36+		
Executive Desk Assembly (u-shape)			X		8		
Executive Desk (large, no return)			X		6	2	
Wood Desk (w/return)			X		8		
Wood Desk (no return)			X		15	1	
Sauder Desk (w/return)			X		18	3	
Sauder Desk (no return)			X		2	1	
Workstation Desk 2'x3'			X		8		
Steel Desk (no return)			X			1	
Steel Desk (w/return)			X			1	
Tables	0-2	3 to 8	8+	Excellent	Average	Poor	Value
36" Round Meeting Table		X	X		10	5	
42" Round Meeting Table		X	X		8		
48" Round Meeting Table		X			1		
6' Racetrack Meeting Table			X	1			
6' Boat Shaped Meeting Table	X			1			
7' Racetrack Meeting Table			X		1		
12' Racetrack Meeting Table			X		1		
20' Racetrack Board Room Table			X		1		
Computer Table 5'		X			5		
Computer Table 3'		X			4		
Conference Table 12 piece set		X			1		
Meeting Table 6 piece set			X		1		
3'x6' Folding Table (heavy duty)			X		25		
2'x5' Folding Table (heavy duty)			X		6		

2'x3' Folding Table (heavy duty)			X		2		
8'x18" Folding Table (heavy duty)			X		3		
42"x42" Folding Table (heavy duty)			X		12		
Parsons Table (heavy duty)			X		7		
5'x18" Utility Table			X		1		
6'x30" Folding Table (plastic)			X		38		
Bookshelf	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Allsteel 5-Shelf Bookcase		X			21		
Allsteel 3-Shelf Bookcase		X			3		
Allsteel 2-Shelf Bookcase		X			10		
Sauder 5-Shelf Bookcase (w/o doors)			X		36	1	
Sauder 5-Shelf Bookcase (w/doors)			X		13		
Misc. 5-Shelf Wood Bookcase			X		8		
Misc. 4-Shelf Wood Bookcase			X		3		
Misc. 3-Shelf Wood Bookcase			X		4		
Misc. 2-Shelf Wood Bookcase			X		10	3	
Misc. Metal 2-Shelf Bookcase			X			1	
File Cabinets & Other Cabinets	0-2	3 to 8	8+	Excellent	Average	Poor	Value
5-Drawer Metal Lateral (large, w/lock)			X		40		
5-Drawer Metal Lateral (large, no lock)			X		34		
5-Drawer Metal Lateral (smaller, w/lock)			X		2		
5-Drawer Metal Lateral (smaller, no lock)			X		1		
4-Drawer Metal Lateral (w/lock)		X			19		
3-Drawer Metal Lateral (w/lock)			X		1		
2-Drawer Metal Lateral (w/lock)			X		15		
2-Drawer Metal Lateral (no lock)			X		5		
5-Drawer Wood Lateral (w/lock)			X		2		
Fire King 4-Drawer			X		8		
4-Drawer Wood Lateral (no lock)			X		1		
2-Drawer Wood Lateral (w/lock)			X		4	1	
2-Drawer Wood Lateral (no lock)			X		4		
5-Drawer Metal Vertical (w/lock)			X		4		
4-Drawer Metal Vertical (w/lock)			X		19	1	
2-Drawer Sauder (w/lock)			X		16	2	
3-Drawer Metal Pedestal on Wheels			X		1		
2-Drawer Metal Pedestal on Wheels					9	1	
Health Record File Tower (w/lock)			X		13		
Supply Closet Metal (w/lock)			X		11		
Misc.	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Cubicle Systems Furniture (outdated)							
2-Shelf Wood Cabinet			X		2		
Cerdenza Unit - Lower			X		19		
Cerdenza Unit - Overhead w/light			X		22		
Podium			X		2		
Cubicle Wardrobe Closet			X		1		
TV Stand (on wheels)			X		6		
AV Cart (on wheels)			X		1		
Projection Screen (portable)			X		1	1	
						TOTAL	\$0

[illegible]

BIO MED EQUIPMENT INVENTORY

3/18/2013

Inv #	Type of Equipment	Department	Est Value	Group Totals
1015	Air Compressor	P&MM		
1089	Air Compressor	P&MM		
1095	Air Compressor	P&MM		
1097	Air Compressor	P&MM		
1225	Air Compressor	Hm Health		
			Sub Total...	
1306	Air Supoport Therapy Unit	ICC		
1248	Air Supoport Therapy Unit	ICC		
			Sub Total...	
1281	Aspirator	ICC		
1284	Bladder Scanner	ICC		
1140	Blanket Warmer	ICC		
2313	Blender (Waring, Model # MX1000XT41)	FANS		
1405	Blood Pressure Monitor (Medline (MDS2001)	ICC		
1406	Blood Pressure Monitor	ICC		
			Sub Total...	
1320	Centrifuge	Lab		
1154	Centrifuge Tube	Lab		
2188	Charger, Universal (Welch Allyn, Model 7114X)	ICC		
1191	Compressor/Asperator	ICC		
2312	Deep Freezer	ICC		
1381	Dopplex Mini Doppler	Hm Health		
1407	ECG	ICC		
1135	Electrocardiograph (Welch Allyn, Model CP200)	ICC		
1403	Electrocardiograph	ICC		
			Sub Total...	
1277	Feeding Pump (Kangaroo Joey #224)	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1401	Feeding Pump	ICC		
1402	Feeding Pump	ICC		
			Sub Total...	
2113	Floor Buffer	Housekeeping		
2114	Floor Buffer	Housekeeping		
			Sub Total...	
2110	Floor Dryer	Housekeeping		
2112	Floor Scrubber	Housekeeping		
1002	Flowmeter, Oxygen (Ohmeda, Model #s TL015, FMH9285, FMI4959)	ICC		
1007	Flowmeter, Oxygen	ICC		
1032	Flowmeter, Oxygen	ICC		
1033	Flowmeter, Oxygen	ICC		
1035	Flowmeter, Oxygen	ICC		
1037	Flowmeter, Oxygen	ICC		
1038	Flowmeter, Oxygen	ICC		
1047	Flowmeter, Oxygen	ICC		
1052	Flowmeter, Oxygen	ICC		
1053	Flowmeter, Oxygen	ICC		
1054	Flowmeter, Oxygen	ICC		
1055	Flowmeter, Oxygen	ICC		
1073	Flowmeter, Oxygen	ICC		
1074	Flowmeter, Oxygen	ICC		
1099	Flowmeter, Oxygen	ICC		
1102	Flowmeter, Oxygen	ICC		
1103	Flowmeter, Oxygen	ICC		
1113	Flowmeter, Oxygen	ICC		
1132	Flowmeter, Oxygen	ICC		
1149	Flowmeter, Oxygen	ICC		
1203	Flowmeter, Oxygen	ICC		
1229	Flowmeter, Oxygen	ICC		
1256	Flowmeter, Oxygen	ICC		
1258	Flowmeter, Oxygen	ICC		
1356	Flowmeter, Oxygen	ICC		
1357	Flowmeter, Oxygen	ICC		
1399	Flowmeter, Oxygen	ICC		
1400	Flowmeter, Oxygen	ICC		
			Sub Total...	
2314	Food Processor (Waring)	FANS		

BIO MED EQUIPMENT INVENTORY

3/18/2013

2296	Freezer	ICC		
1387	Glucose Meter (Lifescan, Sure Step Flexx)	ICC		
2189	Hoyer Lift	ICC		
2100	Hydro Therapy Lift	ICC		
2099	Hydrotherapy Tub	Eng		
2301	Ice Maker (Hoshizaki, Model DCM-270BAH)	ICC		
2302	Ice Maker	ICC		
1021	Infusion Pump	P&MM		
1136	Lamp, Portable Exam	ICC		
1143	Lamp, Portable Exam	ICC		
2117	Meat Slicer, Elec	FANS		
1395	Microwave Oven	Eng		
1396	Microwave Oven	Eng		
1412	Microwave Oven	Eng		
2190	Microwave Oven	FANS		
2224	Microwave Oven	ICC		
2233	Microwave Oven	FANS		
2315	Microwave Oven	Eng		
			Sub Total...	
2120	Mixer, Food	FANS		
1393	Mobile Vacuum Pump	ICC		
2308	Monitor, Glucose	ICC		
1176	Monitor, temperature	Lab		
1226	Monitor, Vital Signs	ICC		
1397	Nebulizer (Philips #HS456)	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1371	Nebulizer Auroma Tharapy	ICC		
1259	Nebulizer Pump	ICC		
1308	Nebulizer Pump	ICC		
1319	Nebulizer Pump	ICC		
			Sub Total...	
1134	OTO-Ophthalmoscope (Welch Allyn, Model 7114X)	ICC		
1394	OTO-Ophthalmoscope	ICC		
1408	OTO-Ophthalmoscope	ICC		
			Sub Total...	
1374	Oxygen Regulator	ICC		
1375	Oxygen Regulator	ICC		
			Sub Total...	
1329	Patient Bed, Hill-Rom, NEW (VersaCare, Model P3200)	ICC		
1330	Patient Bed, Hill-Rom, NEW	ICC		
1331	Patient Bed, Hill-Rom, NEW	ICC		
1332	Patient Bed, Hill-Rom, NEW	ICC		
1333	Patient Bed, Hill-Rom, NEW	ICC		
1334	Patient Bed, Hill-Rom, NEW	ICC		
1335	Patient Bed, Hill-Rom, NEW	ICC		
1336	Patient Bed, Hill-Rom, NEW	ICC		
1337	Patient Bed, Hill-Rom, NEW	ICC		
1338	Patient Bed, Hill-Rom, NEW	ICC		
1339	Patient Bed, Hill-Rom, NEW	ICC		
1340	Patient Bed, Hill-Rom, NEW	ICC		
1341	Patient Bed, Hill-Rom, NEW	ICC		
1342	Patient Bed, Hill-Rom, NEW	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1343	Patient Bed, Hill-Rom, NEW	ICC		
1344	Patient Bed, Hill-Rom, NEW	ICC		
1345	Patient Bed, Hill-Rom, NEW	ICC		
1346	Patient Bed, Hill-Rom, NEW	ICC		
1347	Patient Bed, Hill-Rom, NEW	ICC		
1348	Patient Bed, Hill-Rom, NEW	ICC		
1349	Patient Bed, Hill-Rom, NEW	ICC		
1350	Patient Bed, Hill-Rom, NEW	ICC		
1351	Patient Bed, Hill-Rom, NEW	ICC		
1352	Patient Bed, Hill-Rom, NEW	ICC		
			Sub Total...	\$0
1043	Patient Bed, Hill-Rom, OLD (CENTRA, Model 850)	ICC		
1069	Patient Bed, Hill-Rom, OLD	ICC		
			Sub Total...	\$600
1392	Patient Lift (Arjo, Model # Sara 3000)	ICC		
2122	Plate Dispenser, Heated	FANS		
1011	Pulse Oximeter (Ohmeda, Model #s 3740, 3301)	ICC		
1160	Pulse Oximeter	ICC		
1223	Pulse Oximeter	Hm Health		
1376	Pulse Oximeter	ICC		
1377	Pulse Oximeter	ICC		
1378	Pulse Oximeter	ICC		
1379	Pulse Oximeter	ICC		
1384	Pulse Oximeter	Hm Health		
1385	Pulse Oximeter	Hm Health		
1398	Pulse Oximeter	ICC		
			Sub Total...	
1128	Pump, Infusion	P&MM		

BIO MED EQUIPMENT INVENTORY

3/18/2013

2192	Refrigerator	Eng		
2209	Refrigerator	Eng		
2210	Refrigerator	Eng		
2211	Refrigerator	Eng		
2215	Refrigerator	Eng		
2221	Refrigerator	ICC		
2226	Refrigerator	Eng		
2230	Refrigerator	Eng		
2234	Refrigerator	ICC		
			Sub Total...	
1173	Refrigerator Blood	Lab		
2282	Refrigerator, Compact (Haier, Model HCR27)	ICC		
2282	Refrigerator, Compact	ICC		
2284	Refrigerator, Compact	ICC		
2285	Refrigerator, Compact	ICC		
2286	Refrigerator, Compact	ICC		
2287	Refrigerator, Compact	ICC		
2288	Refrigerator, Compact	ICC		
2289	Refrigerator, Compact	ICC		
2290	Refrigerator, Compact	ICC		
2291	Refrigerator, Compact	ICC		
2292	Refrigerator, Compact	ICC		
2293	Refrigerator, Compact	ICC		
2294	Refrigerator, Compact	ICC		
2295	Refrigerator, Compact	ICC		
2303	Refrigerator, Compact	ICC		
2306	Refrigerator, Compact	ICC		
			Sub Total...	
1172	Refrigerator/Freezer	Lab		
1373	Refrigerator/Freezer	Eng		
			Sub Total...	
1146	Scale, Infant	ICC		
1410	Scale, Infant	ICC		
1411	Scale, Infant	ICC		
			Sub Total...	
1165	Scale, Patient	ICC		
1240	Scale, Patient	ICC		
1241	Scale, Patient	ICC		
			Sub Total...	
1008	Sphygmomanometer	ICC		
1027	Sphygmomanometer	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1039	Sphygmomanometer	ICC		
1040	Sphygmomanometer	ICC		
1042	Sphygmomanometer	ICC		
1046	Sphygmomanometer	ICC		
1051	Sphygmomanometer	ICC		
1057	Sphygmomanometer	ICC		
1059	Sphygmomanometer	ICC		
1060	Sphygmomanometer	ICC		
1062	Sphygmomanometer	ICC		
1065	Sphygmomanometer	ICC		
1066	Sphygmomanometer	ICC		
1068	Sphygmomanometer	ICC		
1070	Sphygmomanometer	ICC		
1075	Sphygmomanometer	ICC		
1077	Sphygmomanometer	ICC		
1079	Sphygmomanometer	ICC		
1090	Sphygmomanometer	ICC		
1092	Sphygmomanometer	ICC		
1100	Sphygmomanometer	ICC		
1104	Sphygmomanometer	ICC		
1133	Sphygmomanometer	ICC		
1161	Sphygmomanometer	ICC		
1178	Sphygmomanometer	ICC		
			Sub Total...	
1139	Suction Pump	P&MM		
1016	Suction, Intermittent Wall Unit (Ohmdea 200)	ICC		
1023	Suction, Intermittent Wall Unit	ICC		
1024	Suction, Intermittent Wall Unit	ICC		
1028	Suction, Intermittent Wall Unit	ICC		
1030	Suction, Intermittent Wall Unit	ICC		
1048	Suction, Intermittent Wall Unit	ICC		
1049	Suction, Intermittent Wall Unit	ICC		
1116	Suction, Intermittent Wall Unit	ICC		
1117	Suction, Intermittent Wall Unit	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1138	Suction, Intermittent Wall Unit	ICC		
1147	Suction, Intermittent Wall Unit	ICC		
1148	Suction, Intermittent Wall Unit	ICC		
1152	Suction, Intermittent Wall Unit	ICC		
1234	Suction, Intermittent Wall Unit	ICC		
1235	Suction, Intermittent Wall Unit	ICC		
1236	Suction, Intermittent Wall Unit	ICC		
1237	Suction, Intermittent Wall Unit	ICC		
1238	Suction, Intermittent Wall Unit	ICC		
1239	Suction, Intermittent Wall Unit	ICC		
1264	Suction, Intermittent Wall Unit	ICC		
1266	Suction, Intermittent Wall Unit	ICC		
1267	Suction, Intermittent Wall Unit	ICC		
1415	Suction, Intermittent Wall Unit	ICC		
1416	Suction, Intermittent Wall Unit	ICC		
1417	Suction, Intermittent Wall Unit	ICC		
1418	Suction, Intermittent Wall Unit	ICC		
			Sub Total...	
1137	Thermometer, Elec	ICC		
2118	Toaster	FANS		
1145	T-Pump	P&MM		
1230	T-Pump	ICC		
1251	T-Pump	ICC		
1253	T-Pump	ICC		
1254	T-Pump	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1265	T-Pump	ICC		
			Sub Total...	
1169	Tube Heater	Lab		
2111	Vacuum Cleaner	Housekeeping		
2197	Vacuum Cleaner	Housekeeping		
2235	Vacuum Cleaner	Housekeeping		
			Sub Total...	
1005	Viewbox, Radiography	ICC		
1109	Viewbox, Radiography	ICC		
1157	Viewbox, Radiography	ICC		
			Sub Total...	
1285	Vital Signs Monitor (Welch Allyn, Model #s 42NTB, 2080a, CE0050)	ICC		
1286	Vital Signs Monitor	ICC		
1287	Vital Signs Monitor	ICC		
1288	Vital Signs Monitor	ICC		
1307	Vital Signs Monitor	ICC		
1380	Vital Signs Monitor	ICC		
1382	Vital Signs Monitor	ICC		
1383	Vital Signs Monitor	ICC		
1386	Vital Signs Monitor	ICC		
			Sub Total...	
1413	Washer (Maytag Centennial Commercial Washer)	Eng		
1414	Washer	Eng		
			Sub Total...	
	Dryer (Maytag Centennial Commercial Dryer)	Housekeeping		

EXHIBIT 2

BILL OF SALE

STATE OF CALIFORNIA §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SAN DIEGO §

THIS BILL OF SALE is made by the undersigned, SAN DIEGO HOSPICE & PALLIATIVE CARE CORPORATION, a California Non-Profit Corporation ("Seller"), in favor of SCRIPPS HEALTH, a California Non-Profit Corporation ("Buyer"). Seller and Buyer may be individually referred to herein as a "Party" or collectively referred to herein as "Parties."

WHEREAS, this Bill of Sale is being entered into pursuant to and in accordance with that certain Agreement to Acquire Title to Personal Property Located at 4311 Third Avenue, San Diego, California, dated May 28, 2013, by and between Seller and Buyer (as amended and assigned, the "Purchase Agreement"). Capitalized terms used herein without definition shall have the meaning given to such terms in the Purchase Agreement; and

WHEREAS, Seller has of even date herewith conveyed to Buyer the personal property, as described on Exhibit "A" attached hereto and incorporated herein ("Personal Property"); and

WHEREAS, pursuant to the Purchase Agreement, Seller is to sell, convey, and transfer to Buyer, by bill of sale, all of Seller's right, title and interest in and to the Personal Property.

NOW, THEREFORE, subject to and in accordance with the Purchase Agreement, and in exchange for the consideration as set forth in the above described Purchase Agreement and of the premises, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller has GIVEN, GRANTED, CONVEYED, ASSIGNED, TRANSFERRED, BARGAINED, SOLD, REMISED, RELEASED, ALIENATED, SET OVER, and CONFIRMED, and by these presents does GIVE, GRANT, CONVEY, ASSIGN, TRANSFER, BARGAIN, SELL, REMISE, RELEASE, ALIENATE, SET OVER, and CONFIRM unto Buyer, its successors and assigns, forever, as an entirety, without representation or warranty except as set forth in the Purchase Agreement, all of Seller's right, title, and interest in and to all of the Personal Property.

TO HAVE AND TO HOLD all of Seller's interest in the Personal Property unto Buyer, its successors and assigns forever.

EXCEPT AS EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE SALE OF THE PERSONAL PROPERTY IS MADE ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS (INCLUDING, WITHOUT LIMITATION, ANY AND ALL OTHER WARRANTIES WHATSOEVER CONTAINED IN OR CREATED UNDER THE UNIFORM COMMERCIAL CODE IN EFFECT IN CALIFORNIA OR ANY OTHER JURISDICTION WHOSE LAW MAY BE APPLICABLE TO THE CONSTRUCTION OR ENFORCEMENT OF THE PURCHASE AGREEMENT OR THIS INSTRUMENT).

This Bill of Sale may be executed in one or more identical counterparts, each of which such counterpart shall be deemed an original for all purposes and all such counterparts collectively consisting of one such Bill of Sale.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed by a duly authorized officer of each such entity this _____ day of _____, 2013.

SELLER:

SAN DIEGO HOSPICE & PALLIATIVE CARE
CORPORATION, a California Non-Profit
Corporation

By: _____
Name: Kathleen Pacurar
Its: Chief Executive Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On _____, 2013, before me, _____, a Notary Public, personally appeared KATHLEEN PACURAR, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

(Seal)

BUYER:

SCRIPPS HEALTH, a California Non-Profit Corporation

By: _____
Name: _____
It: _____

[illegible]

On _____, 2013, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature _____
Notary Public

(Seal)

Exhibit A

SCHEDULE OF THE PERSONAL PROPERTY

General Furniture

	Age Range (Yr)			COUNT			Value
	0-2	3 to 8	8+	Excellent	Average	Poor	
Baby Grand Piano (Yamaha)			X	1			
Upright Piano (Baldwin)			X		1		
Grandfather Clock Howard Miller)			X	1			
Living Room Love Seat		X		1			
Living Room Large Chairs		X		4			
Living Room Swivel Rockers		X		6			
Dining Set w/ 4 Chairs (marble & wood)		X		1			
Coffee Table (marble & wood)		X		2			
Chest of Drawers - Formal		X		1			
Cerdenza - Formal		X		1			
Coffee Table Wood			X		3		
End Tables - Misc.			X		10		
Rocking Chairs			X		4		
Antique Loveseat Blue			X		1		
Love Seats (some sleepers)			X		10		
Leather Armless/Legless Chair Brown		X		4			
Leather Lounge Chair			X			X	
Large Side Chair			X		1		
Upholstered Side Chair			X		8		
High Back Antique Chairs Purple			X		2		
32" Round End Table			X		2		
Tall Novelty Wood Display Shelves			X		2		
5'x30" Wood Table			X		1		
Wardrobe Closet - Wood			X		1		
Personal Refrigerator		X			2		
Stage Riser 8'x5'			X		1		
Tall Artificial Plants/Trees			X		5		
Teak Armed Chairs (outside)			X		60		
Teal Round Dining Tables (outside)			X		3		
Wood Patio Bench w/attached seating			X			1	
Wood Patio Round Dining Table 4 Chairs			X			1	
Wood benches (2@6' and 4@4')			X			6	
Misc. Wall Art & Framed Posters			X				
TOTAL							\$0

Office Furniture

Office Chairs	Age Range (Yr)			COUNT			Value
	0-2	3 to 8	8+	Excellent	Average	Poor	
Allsteel Desk Chair Charcoal x/arms		X		74	28	2	
Allsteel Desk Chair Charcoal no/arms		X		25	5	1	
Allsteel Side Chair Charcoal		X		49			
Light Blue Task Chair no/arms		X			148		
Light Blue Task Chair w/arms		X			35		
Misc. Desk Chair w/arms		X			23	1	
Misc. Desk Chair w/arms			X		66	42	
Misc. Desk Chair no/arms		X			38	14	
Misc. Desk Chair no/arms			X		16	42	
Misc. Side Chairs			X		116	63	
Leather High-Back Leather		X			4		
Misc. Seating	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Plastic Stackable with roll carts - Mauve			X		177		
Plastic Stackable - Black			X		67		
Upholstered Stackable			X		57		
Cushioned Chairs Stackable			X		80		
Cushioned Blue/Chrome			X		12+		
Stool - Small Padded Black			X		2		
Stackable Plastic Black/Silver			X		6		
Lobby/Waiting Room Upholstered Chairs - Grey			X		4		
Lobby/Hall Upholstered Benches			X		5		
Desks	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Allsteel Systems Furniture Desk (various)		X			36+		
Executive Desk Assembly (u-shape)			X		8		
Executive Desk (large, no return)			X		6	2	
Wood Desk (w/return)			X		8		
Wood Desk (no return)			X		15	1	
Sauder Desk (w/return)			X		18	3	
Sauder Desk (no return)			X		2	1	
Workstation Desk 2'x3'			X		8		
Steel Desk (no return)			X			1	
Steel Desk (w/return)			X			1	
Tables	0-2	3 to 8	8+	Excellent	Average	Poor	Value
36" Round Meeting Table		X	X		10	5	
42" Round Meeting Table		X	X		8		
48" Round Meeting Table		X			1		
6' Racetrack Meeting Table			X	1			
6' Boat Shaped Meeting Table	X			1			
7' Racetrack Meeting Table			X		1		
12' Racetrack Meeting Table			X		1		
20' Racetrack Board Room Table			X		1		
Computer Table 5'		X			5		
Computer Table 3'		X			4		
Conference Table 12 piece set		X			1		
Meeting Table 6 piece set			X		1		
3'x6' Folding Table (heavy duty)			X		25		
2'x5' Folding Table (heavy duty)			X		6		

2'x3' Folding Table (heavy duty)			X		2		
8'x18" Folding Table (heavy duty)			X		3		
42"x42" Folding Table (heavy duty)			X		12		
Parsons Table (heavy duty)			X		7		
5'x18" Utility Table			X		1		
6'x30" Folding Table (plastic)			X		38		
Bookshelf	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Allsteel 5-Shelf Bookcase		X			21		
Allsteel 3-Shelf Bookcase		X			3		
Allsteel 2-Shelf Bookcase		X			10		
Sauder 5-Shelf Bookcase (w/o doors)			X		36	1	
Sauder 5-Shelf Bookcase (w/doors)			X		13		
Misc. 5-Shelf Wood Bookcase			X		8		
Misc. 4-Shelf Wood Bookcase			X		3		
Misc. 3-Shelf Wood Bookcase			X		4		
Misc. 2-Shelf Wood Bookcase			X		10	3	
Misc. Metal 2-Shelf Bookcase			X			1	
File Cabinets & Other Cabinets	0-2	3 to 8	8+	Excellent	Average	Poor	Value
5-Drawer Metal Lateral (large, w/lock)			X		40		
5-Drawer Metal Lateral (large, no lock)			X		34		
5-Drawer Metal Lateral (smaller, w/lock)			X		2		
5-Drawer Metal Lateral (smaller, no lock)			X		1		
4-Drawer Metal Lateral (w/lock)		X			19		
3-Drawer Metal Lateral (w/lock)			X		1		
2-Drawer Metal Lateral (w/lock)			X		15		
2-Drawer Metal Lateral (no lock)			X		5		
5-Drawer Wood Lateral (w/lock)			X		2		
Fire King 4-Drawer			X		8		
4-Drawer Wood Lateral (no lock)			X		1		
2-Drawer Wood Lateral (w/lock)			X		4	1	
2-Drawer Wood Lateral (no lock)			X		4		
5-Drawer Metal Vertical (w/lock)			X		4		
4-Drawer Metal Vertical (w/lock)			X		19	1	
2-Drawer Sauder (w/lock)			X		16	2	
3-Drawer Metal Pedestal on Wheels			X		1		
2-Drawer Metal Pedestal on Wheels					9	1	
Health Record File Tower (w/lock)			X		13		
Supply Closet Metal (w/lock)			X		11		
Misc.	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Cubicle Systems Furniture (outdated)							
2-Shelf Wood Cabinet			X		2		
Cerdenza Unit - Lower			X		19		
Cerdenza Unit - Overhead w/light			X		22		
Podium			X		2		
Cubicle Wardrobe Closet			X		1		
TV Stand (on wheels)			X		6		
AV Cart (on wheels)			X		1		
Projection Screen (portable)			X		1	1	
						TOTAL	\$0

BIO MED EQUIPMENT INVENTORY

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Inv #	Type of Equipment	Department	Est Value	Group Totals
1015	Air Compressor	P&MM		
1089	Air Compressor	P&MM		
1095	Air Compressor	P&MM		
1097	Air Compressor	P&MM		
1225	Air Compressor	Hm Health		
			Sub Total...	
1306	Air Supoport Therapy Unit	ICC		
1248	Air Supoport Therapy Unit	ICC		
			Sub Total...	
1281	Aspirator	ICC		
1284	Bladder Scanner	ICC		
1140	Blanket Warmer	ICC		
2313	Blender (Waring, Model # MX1000XT41)	FANS		
1405	Blood Pressure Monitor (Medline (MDS2001)	ICC		
1406	Blood Pressure Monitor	ICC		
			Sub Total...	
1320	Centrifuge	Lab		
1154	Centrifuge Tube	Lab		
2188	Charger, Universal (Welch Allyn, Model 7114X)	ICC		
1191	Compressor/Asperator	ICC		
2312	Deep Freezer	ICC		
1381	Dopplex Mini Doppler	Hm Health		
1407	ECG	ICC		
1135	Electrocardiograph (Welch Allyn, Model CP200)	ICC		
1403	Electrocardiograph	ICC		
			Sub Total...	
1277	Feeding Pump (Kangaroo Joey #224)	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1401	Feeding Pump	ICC		
1402	Feeding Pump	ICC		
			Sub Total...	
2113	Floor Buffer	Housekeeping		
2114	Floor Buffer	Housekeeping		
			Sub Total...	
2110	Floor Dryer	Housekeeping		
2112	Floor Scrubber	Housekeeping		
1002	Flowmeter, Oxygen (Ohmeda, Model #s TL015, FMH9285, FMI4959)	ICC		
1007	Flowmeter, Oxygen	ICC		
1032	Flowmeter, Oxygen	ICC		
1033	Flowmeter, Oxygen	ICC		
1035	Flowmeter, Oxygen	ICC		
1037	Flowmeter, Oxygen	ICC		
1038	Flowmeter, Oxygen	ICC		
1047	Flowmeter, Oxygen	ICC		
1052	Flowmeter, Oxygen	ICC		
1053	Flowmeter, Oxygen	ICC		
1054	Flowmeter, Oxygen	ICC		
1055	Flowmeter, Oxygen	ICC		
1073	Flowmeter, Oxygen	ICC		
1074	Flowmeter, Oxygen	ICC		
1099	Flowmeter, Oxygen	ICC		
1102	Flowmeter, Oxygen	ICC		
1103	Flowmeter, Oxygen	ICC		
1113	Flowmeter, Oxygen	ICC		
1132	Flowmeter, Oxygen	ICC		
1149	Flowmeter, Oxygen	ICC		
1203	Flowmeter, Oxygen	ICC		
1229	Flowmeter, Oxygen	ICC		
1256	Flowmeter, Oxygen	ICC		
1258	Flowmeter, Oxygen	ICC		
1356	Flowmeter, Oxygen	ICC		
1357	Flowmeter, Oxygen	ICC		
1399	Flowmeter, Oxygen	ICC		
1400	Flowmeter, Oxygen	ICC		
			Sub Total...	
2314	Food Processor (Waring)	FANS		

BIO MED EQUIPMENT INVENTORY

3/18/2013

2296	Freezer	ICC		
1387	Glucose Meter (Lifescan, Sure Step Flexx)	ICC		
2189	Hoyer Lift	ICC		
2100	Hydro Therapy Lift	ICC		
2099	Hydrotherapy Tub	Eng		
2301	Ice Maker (Hoshizaki, Model DCM-270BAH)	ICC		
2302	Ice Maker	ICC		
1021	Infusion Pump	P&MM		
1136	Lamp, Portable Exam	ICC		
1143	Lamp, Portable Exam	ICC		
2117	Meat Slicer, Elec	FANS		
1395	Microwave Oven	Eng		
1396	Microwave Oven	Eng		
1412	Microwave Oven	Eng		
2190	Microwave Oven	FANS		
2224	Microwave Oven	ICC		
2233	Microwave Oven	FANS		
2315	Microwave Oven	Eng		
			Sub Total...	
2120	Mixer, Food	FANS		
1393	Mobile Vacuum Pump	ICC		
2308	Monitor, Glucose	ICC		
1176	Monitor, temperature	Lab		
1226	Monitor, Vital Signs	ICC		
1397	Nebulizer (Philips #HS456)	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1371	Nebulizer Auroma Tharapy	ICC		
1259	Nebulizer Pump	ICC		
1308	Nebulizer Pump	ICC		
1319	Nebulizer Pump	ICC		
			Sub Total...	
1134	OTO-Ophthalmoscope (Welch Allyn, Model 7114X)	ICC		
1394	OTO-Ophthalmoscope	ICC		
1408	OTO-Ophthalmoscope	ICC		
			Sub Total...	
1374	Oxygen Regulator	ICC		
1375	Oxygen Regulator	ICC		
			Sub Total...	
1329	Patient Bed, Hill-Rom, NEW (VersaCare, Model P3200)	ICC		
1330	Patient Bed, Hill-Rom, NEW	ICC		
1331	Patient Bed, Hill-Rom, NEW	ICC		
1332	Patient Bed, Hill-Rom, NEW	ICC		
1333	Patient Bed, Hill-Rom, NEW	ICC		
1334	Patient Bed, Hill-Rom, NEW	ICC		
1335	Patient Bed, Hill-Rom, NEW	ICC		
1336	Patient Bed, Hill-Rom, NEW	ICC		
1337	Patient Bed, Hill-Rom, NEW	ICC		
1338	Patient Bed, Hill-Rom, NEW	ICC		
1339	Patient Bed, Hill-Rom, NEW	ICC		
1340	Patient Bed, Hill-Rom, NEW	ICC		
1341	Patient Bed, Hill-Rom, NEW	ICC		
1342	Patient Bed, Hill-Rom, NEW	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1343	Patient Bed, Hill-Rom, NEW	ICC		
1344	Patient Bed, Hill-Rom, NEW	ICC		
1345	Patient Bed, Hill-Rom, NEW	ICC		
1346	Patient Bed, Hill-Rom, NEW	ICC		
1347	Patient Bed, Hill-Rom, NEW	ICC		
1348	Patient Bed, Hill-Rom, NEW	ICC		
1349	Patient Bed, Hill-Rom, NEW	ICC		
1350	Patient Bed, Hill-Rom, NEW	ICC		
1351	Patient Bed, Hill-Rom, NEW	ICC		
1352	Patient Bed, Hill-Rom, NEW	ICC		
			Sub Total...	\$0
1043	Patient Bed, Hill-Rom, OLD (CENTRA, Model 850)	ICC		
1069	Patient Bed, Hill-Rom, OLD	ICC		
			Sub Total...	\$600
1392	Patient Lift (Arjo, Model # Sara 3000)	ICC		
2122	Plate Dispenser, Heated	FANS		
1011	Pulse Oximeter (Ohmeda, Model #s 3740, 3301)	ICC		
1160	Pulse Oximeter	ICC		
1223	Pulse Oximeter	Hm Health		
1376	Pulse Oximeter	ICC		
1377	Pulse Oximeter	ICC		
1378	Pulse Oximeter	ICC		
1379	Pulse Oximeter	ICC		
1384	Pulse Oximeter	Hm Health		
1385	Pulse Oximeter	Hm Health		
1398	Pulse Oximeter	ICC		
			Sub Total...	
1128	Pump, Infusion	P&MM		

BIO MED EQUIPMENT INVENTORY

3/18/2013

2192	Refrigerator	Eng		
2209	Refrigerator	Eng		
2210	Refrigerator	Eng		
2211	Refrigerator	Eng		
2215	Refrigerator	Eng		
2221	Refrigerator	ICC		
2226	Refrigerator	Eng		
2230	Refrigerator	Eng		
2234	Refrigerator	ICC		
			Sub Total...	
1173	Refrigerator Blood	Lab		
2282	Refrigerator, Compact (Haier, Model HCR27)	ICC		
2282	Refrigerator, Compact	ICC		
2284	Refrigerator, Compact	ICC		
2285	Refrigerator, Compact	ICC		
2286	Refrigerator, Compact	ICC		
2287	Refrigerator, Compact	ICC		
2288	Refrigerator, Compact	ICC		
2289	Refrigerator, Compact	ICC		
2290	Refrigerator, Compact	ICC		
2291	Refrigerator, Compact	ICC		
2292	Refrigerator, Compact	ICC		
2293	Refrigerator, Compact	ICC		
2294	Refrigerator, Compact	ICC		
2295	Refrigerator, Compact	ICC		
2303	Refrigerator, Compact	ICC		
2306	Refrigerator, Compact	ICC		
			Sub Total...	
1172	Refrigerator/Freezer	Lab		
1373	Refrigerator/Freezer	Eng		
			Sub Total...	
1146	Scale, Infant	ICC		
1410	Scale, Infant	ICC		
1411	Scale, Infant	ICC		
			Sub Total...	
1165	Scale, Patient	ICC		
1240	Scale, Patient	ICC		
1241	Scale, Patient	ICC		
			Sub Total...	
1008	Sphygmomanometer	ICC		
1027	Sphygmomanometer	ICC		

BIO MED EQUIPMENT INVENTORY

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1039	Sphygmomanometer	ICC		
1040	Sphygmomanometer	ICC		
1042	Sphygmomanometer	ICC		
1046	Sphygmomanometer	ICC		
1051	Sphygmomanometer	ICC		
1057	Sphygmomanometer	ICC		
1059	Sphygmomanometer	ICC		
1060	Sphygmomanometer	ICC		
1062	Sphygmomanometer	ICC		
1065	Sphygmomanometer	ICC		
1066	Sphygmomanometer	ICC		
1068	Sphygmomanometer	ICC		
1070	Sphygmomanometer	ICC		
1075	Sphygmomanometer	ICC		
1077	Sphygmomanometer	ICC		
1079	Sphygmomanometer	ICC		
1090	Sphygmomanometer	ICC		
1092	Sphygmomanometer	ICC		
1100	Sphygmomanometer	ICC		
1104	Sphygmomanometer	ICC		
1133	Sphygmomanometer	ICC		
1161	Sphygmomanometer	ICC		
1178	Sphygmomanometer	ICC		
			Sub Total...	
1139	Suction Pump	P&MM		
1016	Suction, Intermittent Wall Unit (Ohmdea 200)	ICC		
1023	Suction, Intermittent Wall Unit	ICC		
1024	Suction, Intermittent Wall Unit	ICC		
1028	Suction, Intermittent Wall Unit	ICC		
1030	Suction, Intermittent Wall Unit	ICC		
1048	Suction, Intermittent Wall Unit	ICC		
1049	Suction, Intermittent Wall Unit	ICC		
1116	Suction, Intermittent Wall Unit	ICC		
1117	Suction, Intermittent Wall Unit	ICC		

BIO MED EQUIPMENT INVENTORY

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1138	Suction, Intermittent Wall Unit	ICC		
1147	Suction, Intermittent Wall Unit	ICC		
1148	Suction, Intermittent Wall Unit	ICC		
1152	Suction, Intermittent Wall Unit	ICC		
1234	Suction, Intermittent Wall Unit	ICC		
1235	Suction, Intermittent Wall Unit	ICC		
1236	Suction, Intermittent Wall Unit	ICC		
1237	Suction, Intermittent Wall Unit	ICC		
1238	Suction, Intermittent Wall Unit	ICC		
1239	Suction, Intermittent Wall Unit	ICC		
1264	Suction, Intermittent Wall Unit	ICC		
1266	Suction, Intermittent Wall Unit	ICC		
1267	Suction, Intermittent Wall Unit	ICC		
1415	Suction, Intermittent Wall Unit	ICC		
1416	Suction, Intermittent Wall Unit	ICC		
1417	Suction, Intermittent Wall Unit	ICC		
1418	Suction, Intermittent Wall Unit	ICC		
			Sub Total...	
1137	Thermometer, Elec	ICC		
2118	Toaster	FANS		
1145	T-Pump	P&MM		
1230	T-Pump	ICC		
1251	T-Pump	ICC		
1253	T-Pump	ICC		
1254	T-Pump	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1265	T-Pump	ICC		
			Sub Total...	
1169	Tube Heater	Lab		
2111	Vacuum Cleaner	Housekeeping		
2197	Vacuum Cleaner	Housekeeping		
2235	Vacuum Cleaner	Housekeeping		
			Sub Total...	
1005	Viewbox, Radiography	ICC		
1109	Viewbox, Radiography	ICC		
1157	Viewbox, Radiography	ICC		
			Sub Total...	
1285	Vital Signs Monitor (Welch Allyn, Model #s 42NTB, 2080a, CE0050)	ICC		
1286	Vital Signs Monitor	ICC		
1287	Vital Signs Monitor	ICC		
1288	Vital Signs Monitor	ICC		
1307	Vital Signs Monitor	ICC		
1380	Vital Signs Monitor	ICC		
1382	Vital Signs Monitor	ICC		
1383	Vital Signs Monitor	ICC		
1386	Vital Signs Monitor	ICC		
			Sub Total...	
1413	Washer (Maytag Centennial Commercial Washer)	Eng		
1414	Washer	Eng		
			Sub Total...	
	Dryer (Maytag Centennial Commercial Dryer)	Housekeeping		

EXHIBIT B

EXHIBIT B

SCHEDULE OF THE PERSONAL PROPERTY

General Furniture

	Age Range (Yr)			COUNT			Value
	0-2	3 to 8	8+	Excellent	Average	Poor	
Baby Grand Piano (Yamaha)			X	1			
Upright Piano (Baldwin)			X		1		
Grandfather Clock Howard Miller)			X	1			
Living Room Love Seat		X		1			
Living Room Large Chairs		X		4			
Living Room Swivel Rockers		X		6			
Dining Set w/ 4 Chairs (marble & wood)		X		1			
Coffee Table (marble & wood)		X		2			
Chest of Drawers - Formal		X		1			
Cerdenza - Formal		X		1			
Coffee Table Wood			X		3		
End Tables - Misc.			X		10		
Rocking Chairs			X		4		
Antique Loveseat Blue			X		1		
Love Seats (some sleepers)			X		10		
Leather Armless/Legless Chair Brown		X		4			
Leather Lounge Chair			X			X	
Large Side Chair			X		1		
Upholstered Side Chair			X		8		
High Back Antique Chairs Purple			X		2		
32" Round End Table			X		2		
Tall Novelty Wood Display Shelves			X		2		
5'x30" Wood Table			X		1		
Wardrobe Closet - Wood			X		1		
Personal Refrigerator		X			2		
Stage Riser 8'x5'			X		1		
Tall Artificial Plants/Trees			X		5		
Teak Armed Chairs (outside)			X		60		
Teal Round Dining Tables (outside)			X		3		
Wood Patio Bench w/attached seating			X			1	
Wood Patio Round Dining Table 4 Chairs			X			1	
Wood benches (2@6' and 4@4')			X			6	
Misc. Wall Art & Framed Posters			X				
						TOTAL	\$0

Office Furniture

Office Chairs	Age Range (Yr)			COUNT			Value
	0-2	3 to 8	8+	Excellent	Average	Poor	
Allsteel Desk Chair Charcoal x/arms		X		74	28	2	
Allsteel Desk Chair Charcoal no/arms		X		25	5	1	
Allsteel Side Chair Charcoal		X		49			
Light Blue Task Chair no/arms		X			148		
Light Blue Task Chair w/arms		X			35		
Misc. Desk Chair w/arms		X			23	1	
Misc. Desk Chair w/arms			X		66	42	
Misc. Desk Chair no/arms		X			38	14	
Misc. Desk Chair no/arms			X		16	42	
Misc. Side Chairs			X		116	63	
Leather High-Back Leather		X			4		
Misc. Seating	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Plastic Stackable with roll carts - Mauve			X		177		
Plastic Stackable - Black			X		67		
Upholstered Stackable			X		57		
Cushioned Chairs Stackable			X		80		
Cushioned Blue/Chrome			X		12+		
Stool - Small Padded Black			X		2		
Stackable Plastic Black/Silver			X		6		
Lobby/Waiting Room Upholstered Chairs - Grey			X		4		
Lobby/Hall Upholstered Benches			X		5		
Desks	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Allsteel Systems Furniture Desk (various)		X			36+		
Executive Desk Assembly (u-shape)			X		8		
Executive Desk (large, no return)			X		6	2	
Wood Desk (w/return)			X		8		
Wood Desk (no return)			X		15	1	
Sauder Desk (w/return)			X		18	3	
Sauder Desk (no return)			X		2	1	
Workstation Desk 2'x3'			X		8		
Steel Desk (no return)			X			1	
Steel Desk (w/return)			X			1	
Tables	0-2	3 to 8	8+	Excellent	Average	Poor	Value
36" Round Meeting Table		X	X		10	5	
42" Round Meeting Table		X	X		8		
48" Round Meeting Table		X			1		
6' Racetrack Meeting Table			X	1			
6' Boat Shaped Meeting Table	X			1			
7' Racetrack Meeting Table			X		1		
12' Racetrack Meeting Table			X		1		
20' Racetrack Board Room Table			X		1		
Computer Table 5'		X			5		
Computer Table 3'		X			4		
Conference Table 12 piece set		X			1		
Meeting Table 6 piece set			X		1		
3'x6' Folding Table (heavy duty)			X		25		
2'x5' Folding Table (heavy duty)			X		6		

2'x3' Folding Table (heavy duty)			X		2		
8'x18" Folding Table (heavy duty)			X		3		
42"x42" Folding Table (heavy duty)			X		12		
Parsons Table (heavy duty)			X		7		
5'x18" Utility Table			X		1		
6'x30" Folding Table (plastic)			X		38		
Bookshelf	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Allsteel 5-Shelf Bookcase		X			21		
Allsteel 3-Shelf Bookcase		X			3		
Allsteel 2-Shelf Bookcase		X			10		
Sauder 5-Shelf Bookcase (w/o doors)			X		36	1	
Sauder 5-Shelf Bookcase (w/doors)			X		13		
Misc. 5-Shelf Wood Bookcase			X		8		
Misc. 4-Shelf Wood Bookcase			X		3		
Misc. 3-Shelf Wood Bookcase			X		4		
Misc. 2-Shelf Wood Bookcase			X		10	3	
Misc. Metal 2-Shelf Bookcase			X			1	
File Cabinets & Other Cabinets	0-2	3 to 8	8+	Excellent	Average	Poor	Value
5-Drawer Metal Lateral (large, w/lock)			X		40		
5-Drawer Metal Lateral (large, no lock)			X		34		
5-Drawer Metal Lateral (smaller, w/lock)			X		2		
5-Drawer Metal Lateral (smaller, no lock)			X		1		
4-Drawer Metal Lateral (w/lock)		X			19		
3-Drawer Metal Lateral (w/lock)			X		1		
2-Drawer Metal Lateral (w/lock)			X		15		
2-Drawer Metal Lateral (no lock)			X		5		
5-Drawer Wood Lateral (w/lock)			X		2		
Fire King 4-Drawer			X		8		
4-Drawer Wood Lateral (no lock)			X		1		
2-Drawer Wood Lateral (w/lock)			X		4	1	
2-Drawer Wood Lateral (no lock)			X		4		
5-Drawer Metal Vertical (w/lock)			X		4		
4-Drawer Metal Vertical (w/lock)			X		19	1	
2-Drawer Sauder (w/lock)			X		16	2	
3-Drawer Metal Pedestal on Wheels			X		1		
2-Drawer Metal Pedestal on Wheels					9	1	
Health Record File Tower (w/lock)			X		13		
Supply Closet Metal (w/lock)			X		11		
Misc.	0-2	3 to 8	8+	Excellent	Average	Poor	Value
Cubicle Systems Furniture (outdated)							
2-Shelf Wood Cabinet			X		2		
Cerdenza Unit - Lower			X		19		
Cerdenza Unit - Overhead w/light			X		22		
Podium			X		2		
Cubicle Wardrobe Closet			X		1		
TV Stand (on wheels)			X		6		
AV Cart (on wheels)			X		1		
Projection Screen (portable)			X		1	1	
						TOTAL	\$0

Patient Room Furniture

[illegible]

BIO MED EQUIPMENT INVENTORY

3/18/2013

Inv #	Type of Equipment	Department	Est Value	Group Totals
1015	Air Compressor	P&MM		
1089	Air Compressor	P&MM		
1095	Air Compressor	P&MM		
1097	Air Compressor	P&MM		
1225	Air Compressor	Hm Health		
			Sub Total...	
1306	Air Supoport Therapy Unit	ICC		
1248	Air Supoport Therapy Unit	ICC		
			Sub Total...	
1281	Aspirator	ICC		
1284	Bladder Scanner	ICC		
1140	Blanket Warmer	ICC		
2313	Blender (Waring, Model # MX1000XT41)	FANS		
1405	Blood Pressure Monitor (Medline (MDS2001)	ICC		
1406	Blood Pressure Monitor	ICC		
			Sub Total...	
1320	Centrifuge	Lab		
1154	Centrifuge Tube	Lab		
2188	Charger, Universal (Welch Allyn, Model 7114X)	ICC		
1191	Compressor/Asperator	ICC		
2312	Deep Freezer	ICC		
1381	Dopplex Mini Doppler	Hm Health		
1407	ECG	ICC		
1135	Electrocardiograph (Welch Allyn, Model CP200)	ICC		
1403	Electrocardiograph	ICC		
			Sub Total...	
1277	Feeding Pump (Kangaroo Joey #224)	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1401	Feeding Pump	ICC		
1402	Feeding Pump	ICC		
			Sub Total...	
2113	Floor Buffer	Housekeeping		
2114	Floor Buffer	Housekeeping		
			Sub Total...	
2110	Floor Dryer	Housekeeping		
2112	Floor Scrubber	Housekeeping		
1002	Flowmeter, Oxygen (Ohmeda, Model #s TL015, FMH9285, FMI4959)	ICC		
1007	Flowmeter, Oxygen	ICC		
1032	Flowmeter, Oxygen	ICC		
1033	Flowmeter, Oxygen	ICC		
1035	Flowmeter, Oxygen	ICC		
1037	Flowmeter, Oxygen	ICC		
1038	Flowmeter, Oxygen	ICC		
1047	Flowmeter, Oxygen	ICC		
1052	Flowmeter, Oxygen	ICC		
1053	Flowmeter, Oxygen	ICC		
1054	Flowmeter, Oxygen	ICC		
1055	Flowmeter, Oxygen	ICC		
1073	Flowmeter, Oxygen	ICC		
1074	Flowmeter, Oxygen	ICC		
1099	Flowmeter, Oxygen	ICC		
1102	Flowmeter, Oxygen	ICC		
1103	Flowmeter, Oxygen	ICC		
1113	Flowmeter, Oxygen	ICC		
1132	Flowmeter, Oxygen	ICC		
1149	Flowmeter, Oxygen	ICC		
1203	Flowmeter, Oxygen	ICC		
1229	Flowmeter, Oxygen	ICC		
1256	Flowmeter, Oxygen	ICC		
1258	Flowmeter, Oxygen	ICC		
1356	Flowmeter, Oxygen	ICC		
1357	Flowmeter, Oxygen	ICC		
1399	Flowmeter, Oxygen	ICC		
1400	Flowmeter, Oxygen	ICC		
			Sub Total...	
2314	Food Processor (Waring)	FANS		

BIO MED EQUIPMENT INVENTORY

3/18/2013

2296	Freezer	ICC		
1387	Glucose Meter (Lifescan, Sure Step Flexx)	ICC		
2189	Hoyer Lift	ICC		
2100	Hydro Therapy Lift	ICC		
2099	Hydrotherapy Tub	Eng		
2301	Ice Maker (Hoshizaki, Model DCM-270BAH)	ICC		
2302	Ice Maker	ICC		
1021	Infusion Pump	P&MM		
1136	Lamp, Portable Exam	ICC		
1143	Lamp, Portable Exam	ICC		
2117	Meat Slicer, Elec	FANS		
1395	Microwave Oven	Eng		
1396	Microwave Oven	Eng		
1412	Microwave Oven	Eng		
2190	Microwave Oven	FANS		
2224	Microwave Oven	ICC		
2233	Microwave Oven	FANS		
2315	Microwave Oven	Eng		
			Sub Total...	
2120	Mixer, Food	FANS		
1393	Mobile Vacuum Pump	ICC		
2308	Monitor, Glucose	ICC		
1176	Monitor, temperature	Lab		
1226	Monitor, Vital Signs	ICC		
1397	Nebulizer (Philips #HS456)	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1371	Nebulizer Auroma Tharapy	ICC		
1259	Nebulizer Pump	ICC		
1308	Nebulizer Pump	ICC		
1319	Nebulizer Pump	ICC		
			Sub Total...	
1134	OTO-Ophthalmoscope (Welch Allyn, Model 7114X)	ICC		
1394	OTO-Ophthalmoscope	ICC		
1408	OTO-Ophthalmoscope	ICC		
			Sub Total...	
1374	Oxygen Regulator	ICC		
1375	Oxygen Regulator	ICC		
			Sub Total...	
1329	Patient Bed, Hill-Rom, NEW (VersaCare, Model P3200)	ICC		
1330	Patient Bed, Hill-Rom, NEW	ICC		
1331	Patient Bed, Hill-Rom, NEW	ICC		
1332	Patient Bed, Hill-Rom, NEW	ICC		
1333	Patient Bed, Hill-Rom, NEW	ICC		
1334	Patient Bed, Hill-Rom, NEW	ICC		
1335	Patient Bed, Hill-Rom, NEW	ICC		
1336	Patient Bed, Hill-Rom, NEW	ICC		
1337	Patient Bed, Hill-Rom, NEW	ICC		
1338	Patient Bed, Hill-Rom, NEW	ICC		
1339	Patient Bed, Hill-Rom, NEW	ICC		
1340	Patient Bed, Hill-Rom, NEW	ICC		
1341	Patient Bed, Hill-Rom, NEW	ICC		
1342	Patient Bed, Hill-Rom, NEW	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1343	Patient Bed, Hill-Rom, NEW	ICC		
1344	Patient Bed, Hill-Rom, NEW	ICC		
1345	Patient Bed, Hill-Rom, NEW	ICC		
1346	Patient Bed, Hill-Rom, NEW	ICC		
1347	Patient Bed, Hill-Rom, NEW	ICC		
1348	Patient Bed, Hill-Rom, NEW	ICC		
1349	Patient Bed, Hill-Rom, NEW	ICC		
1350	Patient Bed, Hill-Rom, NEW	ICC		
1351	Patient Bed, Hill-Rom, NEW	ICC		
1352	Patient Bed, Hill-Rom, NEW	ICC		
			Sub Total...	\$0
1043	Patient Bed, Hill-Rom, OLD (CENTRA, Model 850)	ICC		
1069	Patient Bed, Hill-Rom, OLD	ICC		
			Sub Total...	\$600
1392	Patient Lift (Arjo, Model # Sara 3000)	ICC		
2122	Plate Dispenser, Heated	FANS		
1011	Pulse Oximeter (Ohmeda, Model #s 3740, 3301)	ICC		
1160	Pulse Oximeter	ICC		
1223	Pulse Oximeter	Hm Health		
1376	Pulse Oximeter	ICC		
1377	Pulse Oximeter	ICC		
1378	Pulse Oximeter	ICC		
1379	Pulse Oximeter	ICC		
1384	Pulse Oximeter	Hm Health		
1385	Pulse Oximeter	Hm Health		
1398	Pulse Oximeter	ICC		
			Sub Total...	
1128	Pump, Infusion	P&MM		

BIO MED EQUIPMENT INVENTORY

3/18/2013

2192	Refrigerator	Eng		
2209	Refrigerator	Eng		
2210	Refrigerator	Eng		
2211	Refrigerator	Eng		
2215	Refrigerator	Eng		
2221	Refrigerator	ICC		
2226	Refrigerator	Eng		
2230	Refrigerator	Eng		
2234	Refrigerator	ICC		
			Sub Total...	
1173	Refrigerator Blood	Lab		
2282	Refrigerator, Compact (Haier, Model HCR27)	ICC		
2282	Refrigerator, Compact	ICC		
2284	Refrigerator, Compact	ICC		
2285	Refrigerator, Compact	ICC		
2286	Refrigerator, Compact	ICC		
2287	Refrigerator, Compact	ICC		
2288	Refrigerator, Compact	ICC		
2289	Refrigerator, Compact	ICC		
2290	Refrigerator, Compact	ICC		
2291	Refrigerator, Compact	ICC		
2292	Refrigerator, Compact	ICC		
2293	Refrigerator, Compact	ICC		
2294	Refrigerator, Compact	ICC		
2295	Refrigerator, Compact	ICC		
2303	Refrigerator, Compact	ICC		
2306	Refrigerator, Compact	ICC		
			Sub Total...	
1172	Refrigerator/Freezer	Lab		
1373	Refrigerator/Freezer	Eng		
			Sub Total...	
1146	Scale, Infant	ICC		
1410	Scale, Infant	ICC		
1411	Scale, Infant	ICC		
			Sub Total...	
1165	Scale, Patient	ICC		
1240	Scale, Patient	ICC		
1241	Scale, Patient	ICC		
			Sub Total...	
1008	Sphygmomanometer	ICC		
1027	Sphygmomanometer	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1039	Sphygmomanometer	ICC		
1040	Sphygmomanometer	ICC		
1042	Sphygmomanometer	ICC		
1046	Sphygmomanometer	ICC		
1051	Sphygmomanometer	ICC		
1057	Sphygmomanometer	ICC		
1059	Sphygmomanometer	ICC		
1060	Sphygmomanometer	ICC		
1062	Sphygmomanometer	ICC		
1065	Sphygmomanometer	ICC		
1066	Sphygmomanometer	ICC		
1068	Sphygmomanometer	ICC		
1070	Sphygmomanometer	ICC		
1075	Sphygmomanometer	ICC		
1077	Sphygmomanometer	ICC		
1079	Sphygmomanometer	ICC		
1090	Sphygmomanometer	ICC		
1092	Sphygmomanometer	ICC		
1100	Sphygmomanometer	ICC		
1104	Sphygmomanometer	ICC		
1133	Sphygmomanometer	ICC		
1161	Sphygmomanometer	ICC		
1178	Sphygmomanometer	ICC		
			Sub Total...	
1139	Suction Pump	P&MM		
1016	Suction, Intermittent Wall Unit (Ohmdea 200)	ICC		
1023	Suction, Intermittent Wall Unit	ICC		
1024	Suction, Intermittent Wall Unit	ICC		
1028	Suction, Intermittent Wall Unit	ICC		
1030	Suction, Intermittent Wall Unit	ICC		
1048	Suction, Intermittent Wall Unit	ICC		
1049	Suction, Intermittent Wall Unit	ICC		
1116	Suction, Intermittent Wall Unit	ICC		
1117	Suction, Intermittent Wall Unit	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1138	Suction, Intermittent Wall Unit	ICC		
1147	Suction, Intermittent Wall Unit	ICC		
1148	Suction, Intermittent Wall Unit	ICC		
1152	Suction, Intermittent Wall Unit	ICC		
1234	Suction, Intermittent Wall Unit	ICC		
1235	Suction, Intermittent Wall Unit	ICC		
1236	Suction, Intermittent Wall Unit	ICC		
1237	Suction, Intermittent Wall Unit	ICC		
1238	Suction, Intermittent Wall Unit	ICC		
1239	Suction, Intermittent Wall Unit	ICC		
1264	Suction, Intermittent Wall Unit	ICC		
1266	Suction, Intermittent Wall Unit	ICC		
1267	Suction, Intermittent Wall Unit	ICC		
1415	Suction, Intermittent Wall Unit	ICC		
1416	Suction, Intermittent Wall Unit	ICC		
1417	Suction, Intermittent Wall Unit	ICC		
1418	Suction, Intermittent Wall Unit	ICC		
			Sub Total...	
1137	Thermometer, Elec	ICC		
2118	Toaster	FANS		
1145	T-Pump	P&MM		
1230	T-Pump	ICC		
1251	T-Pump	ICC		
1253	T-Pump	ICC		
1254	T-Pump	ICC		

BIO MED EQUIPMENT INVENTORY

3/18/2013

1265	T-Pump	ICC		
			Sub Total...	
1169	Tube Heater	Lab		
2111	Vacuum Cleaner	Housekeeping		
2197	Vacuum Cleaner	Housekeeping		
2235	Vacuum Cleaner	Housekeeping		
			Sub Total...	
1005	Viewbox, Radiography	ICC		
1109	Viewbox, Radiography	ICC		
1157	Viewbox, Radiography	ICC		
			Sub Total...	
1285	Vital Signs Monitor (Welch Allyn, Model #s 42NTB, 2080a, CE0050)	ICC		
1286	Vital Signs Monitor	ICC		
1287	Vital Signs Monitor	ICC		
1288	Vital Signs Monitor	ICC		
1307	Vital Signs Monitor	ICC		
1380	Vital Signs Monitor	ICC		
1382	Vital Signs Monitor	ICC		
1383	Vital Signs Monitor	ICC		
1386	Vital Signs Monitor	ICC		
			Sub Total...	
1413	Washer (Maytag Centennial Commercial Washer)	Eng		
1414	Washer	Eng		
			Sub Total...	
	Dryer (Maytag Centennial Commercial Dryer)	Housekeeping		

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[Proposed] Attorneys for Official Committee of Unsecured
Creditors of San Diego Hospice and Palliative Care
Corporation

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF CALIFORNIA

In re:

SAN DIEGO HOSPICE & PALLIATIVE CARE
CORPORATION,

Debtor.

Case No.: 13-01179-MM11

Chapter 11

PROOF OF SERVICE

I, Paige Doyle, DECLARE AS FOLLOWS:

I am a resident of and employed in the city and county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 10100 Santa Monica Blvd., 13th Floor, Los Angeles, California 90067.

On **May 28, 2013**, I caused to be served the following document(s):

**1. JOINT MOTION TO SELL FURNITURE, FIXTURES AND
EQUIPMENT TO SCRIPPS HEALTH FREE AND CLEAR
OF LIENS, CLAIMS, ENCUMBRANCES AND OTHER
INTERESTS**

2. NOTICE OF HEARING AND MOTION

On the parties in this action as follows:

☒ BY CM/ECF NOTICE OF ELECTRONIC FILING by causing such document(s) listed above to be served through this Court's electronic transmission facilities via the Notice of Electronic Filing (NEF) and hyperlink, to the parties and/or counsel who are determined this date to be registered CMIECF Users set forth below as identified on the service list obtained from this Court on the Electronic Mail Notice List..

- Everett G. Barry ebarry@mulvaneybarry.com, gcurtis@mulvaneybarry.com; ktran@mulvaneybarry.com
- Jess R. Bressi jbressi@mckennalong.com
- Jeffrey D. Cawdrey jcawdrey@gordonrees.com, ebojorquez@gordonrees.com; slemos@gordonrees.com
- William R. Cumming cumming@cummingandassociateslaw.com
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- Janet D. Gertz jgertz@cooley.com
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- Kelly Ann Mai Khanh Tran ktran@mulvaneybarry.com, lbrayton@mulvaneybarry.com
- Matthew Troy Matthew.Troy@usdoj.gov
- United States Trustee ustp.region15@usdoj.gov
- Stacie Yee stacie.yee@squiresanders.com, Bradley.Cosman@squiresanders.com; derek.judd@squiresanders.com

All other interested parties in this action that are not a registered ECF User are served as follows:

1 ☒ BY U.S. Mail by placing the document(s) listed above in a sealed envelope with postage
2 thereon fully prepaid, in the United States Mail at Los Angeles, California addressed as
3 set forth below.

4 ***PLEASE SEE ATTACHED SERVICE LIST.***

5 ☐ BY OVERNIGHT DELIVERY by causing such envelope(s) to be deposited in a box or
6 other facility regularly maintained by Federal Express overnight delivery with fees paid.

7 ☐ BY ELECTRONIC SERVICE by causing document(s) to be electronically served on the
8 interested parties in the above-referenced action. The transmission was reported as
9 complete without error a copy of the report will be maintained with the document by the
10 sender.

11 ☐ BY FACSIMILE by causing the foregoing document(s) via facsimile transmission. The
12 transmission was reported as complete without error and a copy of the report will be
13 maintained with the document by the sender.

14 I declare under penalty of perjury that the documents were served by methods indicated
15 above and the foregoing is true and correct. Executed on May 28, 2013, at Los Angeles, California.

16 /s/ Paige Doyle
17 Paige Doyle

**In re San Diego Hospice &
Palliative Care Corporation
Case No. 13-01179 (MM11)
2002 Service List**

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